# Terms and Conditions of the Mobilum Pay App

# 1. **DEFINITIONS**

The following capitalized terms in the Terms and Conditions have the meanings ascribed to them below:

| Application      | Mobile application " Mobilum Pay", made available by Mobilum for the<br>Android and iOS platforms or a mobile application made available by the<br>Partner - in the case of where, the Customer accesses the Mobilum and<br>Quicko services via the Partner's mobile application;   |
|------------------|---|
| Account blocking | Suspension of access to the Account, resulting in the blocking of the ability to use the Application and to use Mobilum and Quicko services;  |
| Customer         | Means a natural person, or a legal person or an organisational unit without<br>legal personality, to which legal capacity is granted by law, who uses the<br>services provided by Mobilum;  |
| Account          | Individual Customer Account, whereby it is the Customer who may use the services provided by Mobilum, Quicko and third parties with whom Mobilum cooperates, in accordance with the Terms and Conditions;   |
| KNF              | Financial Supervisory Commission;   |
| Mobilum          | Mobilum Pay Sp. z o.o. with its registered office in Warsaw, Plac Powstańców Warszawy 2, 00-030 Warsaw, Poland, entered into the register of entrepreneurs by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number: 0000871351, NIP: 5252844237, REGON: 387639618 with share capital of PLN 3,005,000 paid in full, holding the status of a small payment institution, entered into the register kept by the Polish Financial Supervision Authority under number MIP118/2021; |

| Customer Panel               | The service made available to the Customer through the Application, which<br>is an electronic banking service through which Quicko provides services,<br>including payment services - on the basis of the Framework Agreement;   |
|------------------------------|--|
| Partner                      | A third party, which, in cooperation with Mobilum, is authorised to provide<br>the Customer with access to the services provided by Mobilum and Quicko<br>via a separate application.  |
| Regulations                  | These Terms and Conditions of the "Mobilum Pay" app;   |
| Quicko Rules of<br>Procedure | Quicko's Terms and Conditions of Services, setting out the terms and<br>conditions under which Quicko provides services to Customers in terms of<br>opening and maintaining payment accounts, issuing and processing<br>payment cards, executing payment transactions, providing access to the<br>payment services provided via the quicko mobile application or the<br>Customer Panel, as well as other services.   |
| Pages                        | Customer and Mobilum combined;   |
| Quicko                       | Quicko spółka z ograniczoną odpowiedzialnością, with registered office in<br>Tarnowskie Góry, ul. Sienkiewicza 49, 42-600 Tarnowskie Góry, entered in<br>the register of entrepreneurs by the District Court in Gliwice, 10th<br>Commercial Division of the National Court Register, KRS: 0000350151, NIP:<br>5213540295, REGON: 142004870. With share capital of PLN 721,250 paid<br>in full, holding the status of a domestic payment institution, entered in the<br>register kept by the Polish Financial Supervision Authority under number:<br>IP52/2021; |
| Contract                     | Agreement for the provision of Account services through the Application, provided by Mobilum Pay Sp. z o.o., under the terms and conditions set out in the Terms and Conditions, concluded between Mobilum and the Customer on the basis of the Terms and Conditions;  |
| Framework Agreement          | the framework agreement for the opening and maintenance of a payment<br>account, for a payment card and for access to payment services through the<br>Application that o Customer concludes with Quicko.   |
| UUP                          | Act of 19 August 2011 on payment services;   |

| Proposal | An offer to conclude a Contract, made by the Customer to Mobilum on the terms and conditions described in the Terms and Conditions in force on the date of submission of the Application |
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|          |  |

# 2. SUBJECT MATTER OF THE CONTRACT AND PRELIMINARY PROVISIONS

- 2.1. Subject to clause 2.1, the administrator of the Application is Mobilum, with the proviso that services provided by Quicko and other entities with which Mobilum cooperates may be made available to the Customer within the Application.
- 2.2. Where the Customer accesses Mobilum and Quicko services via a separate mobile application of the Partner, the administrator of the Application is the Partner, however, services provided by Mobilum, Quicko and other entities with which Mobilum cooperates may be made available to the Customer within the Application.
- 2.3. In order to use the services via the App, the App must first be installed on a compatible device. The App is available in the Google Play shop and App Store.
- 2.4. The Regulations specify the rules of using the Application, maintaining an Account for the Customer and the rules of providing services by Mobilum to the Customer, which constitute electronically provided services within the meaning of the Act of 18 July 2002 on Electronic Provision of Services. Services provided through the Application do not constitute payment services within the meaning of the PSA. All payment services through the Application are provided by Quicko.
- 2.5. The services provided by Mobilum do not constitute banking services and do not involve maintaining a bank account for the Customer within the meaning of banking law.
- 2.6. The Customer Account does not constitute an electronic banking service as referred to in the Regulation of the Minister of Development and Finance on the list of representative services linked to a payment account of 14 July 2017.
- 2.7. Each Customer may read the Terms and Conditions free of charge. The Terms and Conditions are made available in the Application in an electronic form, allowing them to be stored and reproduced in the ordinary course of business.
- 2.8. The rules for the processing of personal data by Mobilum are defined in the Privacy Policy available in the Application. The principles of personal data processing by Quicko and other entities with which this Mobilum cooperates are defined in the terms of the agreements binding the Customer with Quicko or other entities.

# 3. APPLICATION AND ELECTRONIC SERVICES

- 3.1. As part of the Application, it receives access to the following services:
  - a) Home Page a service that allows you to navigate the App and learn about Mobilum and Quicko's offerings and information about Mobilum and Quicko,
  - b) Profile a service that allows viewing and modifying basic information about the Customer and basic settings of the Application,
  - c) Security a service to manage the security of the Application and the way in which the Application is authenticated,
  - d) About the Application a service that allows you to obtain information about the Application and enables you to read the legal documents, model agreements and regulations applicable to the Application and the services provided by Mobilum, the Partner, Quicko and other entities with which Mobilum cooperates.

- e) Application a service that enables the submission of an Application and the conclusion of an Agreement under which it is Mobilum that provides the Account service to the Customer.
- f) Customer Account a service whereby Quicko and Mobilum open an individual customer account for the Customer, through which the Customer:
  - i. is entitled under a separate Basic Agreement with Quicko to access the Customer Panel and the functionalities provided therein,

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- iii. may, within the Customer Panel, dispose of the funds held on the payment and foreign currency accounts maintained by Quicko,
- iv. is entitled to access the payment services provided by Quicko, including access to the service of maintaining payment and foreign currency accounts and issuing a payment card,
- v. shall be entitled to make instructions and declarations in accordance with the Framework Agreement,
- vi. receives information and documents in connection with the execution of the Framework Agreement,
- vii. shall be given the opportunity to use the services of entities other than Quicko which cooperate with Mobilum, on the basis of separate agreements concluded by the Customer with such third parties.
- viii. He is authorized to manage the Account.
- 1.2. Access to the Application as part of the service specified in clause 3.1(a-e) of the Terms and Conditions is provided to all Customers. The Account Service referred to in para. 3.1 letter f of the Terms and Conditions, is provided by Mobilum only to Customers who have entered into a valid Agreement with Mobilum.
- 3.2. Quicko will, within the framework of the Customer Panel, only provide payment services to Customers with whom it has concluded a valid Framework Agreement.
- 3.3. In cases prescribed by law, access to the Account and the Customer Panel may require strong Customer authentication or another form of authorization.
- 3.4. The contract for the provision of services by electronic means is concluded between the Customer and Mobilum at the time of:
  - a) the Customer's entry into the Mobilum Application and is terminated upon leaving the Mobilum Application for general services for which no Agreement is required,
  - b) the conclusion of the Contract for the duration of the Contract and shall terminate upon the termination or expiry of the Contract for services for which the conclusion of the Contract is necessary.
- 1.6. The materials in the Application are protected by copyright and industrial property law. The Customer is obliged to respect the legal protection of the materials in the Application.
- 3.5. The Customer is only entitled to use the Application for the purposes and to the extent specified in the Terms and Conditions.
- 3.6. Additional voluntary services provided by Mobilum or other entities cooperating with Mobilum may also be made available in the application. The terms and conditions of the parties' cooperation in this respect will be regulated in separate regulations or agreements.
- 3.7. In particular, payment services, payment services, payment account replenishment services provided by authorised third parties cooperating with Mobilum may be made available to the Customer within the Application on the basis of separate agreements.
- 3.8. The use of the Application is possible by means of: a mobile phone or other similar electronic device with an Android or iOS system enabling the installation of the Application and providing Internet access with a data transmission capacity of at least 512 Kbps (minimum technical requirements).

# 4. CONCLUSION OF THE AGREEMENT AND OPENING OF THE ACCOUNT

- 3.9. The Agreement to open and maintain a Customer Account is concluded on the basis of the Customer's Application submitted when the Account is opened. The Application may only be submitted via the Application.
- 3.10. The contract can only be concluded by the customer:
  - a) being a natural person with full legal capacity,
  - b) being a consumer who concludes the Contract for purposes that are not directly connected with his commercial or professional activity.
- 1.3. When submitting an Application, the Customer is obliged to provide all necessary, truthful data.
- 3.11. When submitting an Application, the Customer is required to establish a strong access password and PIN code, meeting the minimum requirements set out in the Application.
- 3.12. With the submission of the Application, the Customer accepts the Terms and Conditions and makes the necessary declarations provided by Quicko, Mobilum, and its partners.
- 3.13. Upon acceptance of the Customer Application by Mobilum, the Customer enters into an Account Agreement with Mobilum.
- 3.14. By submitting an Application, the Customer simultaneously submits an application to conclude a Framework Agreement with Quicko, pursuant to the terms and conditions set out in clause 7 of the Terms and Conditions.
- 3.15. By submitting an Application, the Customer is also entitled to conclude other voluntary agreements with third parties with which Mobilum cooperates in the provision of services.
- 3.16. Prior to the conclusion of the Agreement as well as during the term of the Agreement, Mobilum may require the Client to provide documents and information necessary for the purpose of fulfilling its obligations relating to anti-money laundering and terrorist financing and verifying the Client's identity.
- 3.17. The Customer will be informed of the acceptance of the offer made in the form of an Application and the conclusion of the Agreement by a message sent to the Customer's e-mail address specified in the Application and in the Application.
- 3.18. Mobilum may refuse to conclude the Contract for legitimate, legally prescribed reasons, of which it will notify the Customer in the form of a message forwarded to the Customer's e-mail address.
- 3.19. The contract between the Customer and Mobilum shall be concluded in Polish or English, with the Polish version being legally binding.

# 5. CUSTOMER ACCOUNT

- 3.20. A Customer Account is activated once the Customer has concluded a Contract.
- 3.21. The Account can only be accessed by logging into the Application.
- 3.22. Login to the Account requires the following identification and authorization data:
  - a) the Customer's email address as provided in the Application,
    - b) a password set by the customer,
    - C)
- 1.4. The Customer's incorrect provision of identification and authorization data three times shall result in the Account being blocked. In such a case, the Customer should contact Mobilum to unblock access to the Account.
- 3.23. Once the Customer has logged in to the Application, each time he/she accesses his/her account, he/she is required to enter a PIN code set by the Customer. The Customer is also entitled to activate the possibility of unlocking the Application by means of biometric recognition.
- 3.24. With regard to the rules for access and use of the Account, the Customer is obliged to maintain security measures to prevent unauthorized access to the Account by third parties as well as unauthorized disclosure of data. In particular, the Customer is obliged to keep the login data for the Account separate from the authorization data. The Customer shall also be obliged to maintain all security measures required under the Framework Agreement and the Quicko Terms and Conditions.
- 3.25. Some of the Customer's activities within the Account may involve additional authorisation or authentication.

3.26. Mobilum has the right to interrupt access to services to the extent necessary due to maintenance or modernization work.

#### 6. ACCOUNT BLOCKING

- 3.27. If it is found or suspected:
  - a) that the Account has been or may have been accessed by an unauthorized person, including as a result of the loss, theft, or misappropriation of data enabling access to the Account,
  - b) unauthorized use of the Account,

The Customer shall immediately notify Mobilum of these circumstances and give an order to block the Account.

- 1.2. The notification of Account Lockout referred to above may be submitted by the Customer in the form of an e-mail to support@mobilum.com or by telephone at the telephone number provided in the Application.
- 3.28. Mobilum is entitled to make a temporary Account Lock in the event of:
  - a) suspected unauthorized use of the Account,
  - b) legitimate reasons relating to the security of the operation of the Application,
  - c) when the Customer reports a loss of access data to the Account or loses access to the Account,
  - d) in cases specified by law,
  - e) infringement by the Customer of the law, rules of social coexistence or good morals,
  - f) the blocking of the Account is necessary due to anti-money laundering and anti-terrorist financing regulations,
  - g) to use the Application and the provided functionalities contrary to their intended use,
  - h) transmission of unlawful content,
  - i) in the event that Quicko blocks the Customer Panel in accordance with the Quicko Terms and Conditions and the Agreement,
  - j) when at least one of the grounds justifying termination of the Agreement without observance of the notice period applies.
- 1.4. Mobilum shall immediately notify the Customer of the Account blocking and the reasons for it. Information on the blocking of the Account is communicated to the Customer at the Customer's email address provided in the Application and is also made available in the Application.
- 3.29. Mobilum shall unblock the Account once the reasons for the blockage have ceased.
- 3.30. The power to block the Account shall be vested in Mobilum irrespective of the right to terminate the Agreement.

# 7. SERVICES PROVIDED BY QUICKO

- 3.31. Quicko shall provide payment services to the Customer in accordance with the Framework Agreement and the Quicko Terms and Conditions, via the Customer Panel made available in the Application.
- 3.32. Quicko will provide the following services for the Customer in particular:
  - a) Running the Customer Panel,
  - b) access to payment services via the Customer Panel,
  - c) opening and maintaining a payment account or payment accounts or foreign currency accounts in the currency made available in the Customer Panel,
  - d) issuing and processing of payment cards.
- 1.3. Quicko shall also be entitled to provide other services to the Customer under the terms and conditions set out in the Quicko Terms and Conditions.
- 3.33. The detailed scope of services provided by Quicko, including the scope of services provided within the Customer Panel, is set out in the Quicko Terms and Conditions and the Framework Agreement.
- 3.34. Quicko will, within the framework of the Customer Panel, only provide payment services to Customers with whom it has concluded a valid Framework Agreement.

- 3.35. It is a condition of the Customer's conclusion of the Framework Agreement with Quicko that:
  - a) the simultaneous conclusion of the Agreement by the Customer with Mobilum and the opening of an Account by Mobilum on behalf of the Customer,
  - b) prior positive verification of the Customer to the extent required by anti-money laundering and anti-terrorist financing (AML) regulations on the principles indicated in the Quicko Terms and Conditions. The verification takes place via the Customer Panel.
  - c) acceptance of the provisions of the Framework Agreement and the Quicko Terms and Conditions,
  - d) fulfilment of all requirements set out in the Framework Agreement and the Quicko Regulations.
- 1.7. The Framework Agreement is concluded upon the Customer's request, submitted via the Account.
- 3.36. With the conclusion of the Framework Agreement, the Customer concludes with Quicko:
  - a) Agreement to access payment services via the Application,
  - b) Agreement to open and maintain a payment account,
  - c) Payment card agreement.
- 1.9. Immediately following the conclusion of the Framework Agreement, Quicko shall make the content of the Framework Agreement available to the Customer on a durable medium via the Customer Panel or in an e-mail message via the e-mail address provided upon conclusion of the Framework Agreement.
- 3.37. Templates of the Framework Agreement and the Terms and Conditions are also available on the Application.

# 8. **RESPONSIBILITIES OF MOBILUM**

- 3.38. Mobilum is committed to:
  - a) provide the Customer with access to the Account in accordance with the Terms and Conditions,
  - b) provide the services specified in the Terms and Conditions to the Customer,
  - c) to provide the information required by generally applicable law,
  - d) enable the Customer through the Application to use the services of Quicko and other third parties with which Mobilum cooperates.

# 9. **RESPONSIBILITIES OF THE CUSTOMER**

- 3.39. The customer is obliged to:
  - a) use the Application and the Account only for purposes that are in accordance with generally applicable law and in accordance with their intended use,
  - b) protect with particular care any data used for authorisation and login data for the Account, including the Customer's obligation not to make such data available to third parties,
  - c) immediately notify Mobilum of detected irregularities relating to executed Payment Instructions and of cases of theft or loss of data used for authorisation and login data for the Account,
  - d) to update its data in its Account on an ongoing basis and without delay,
  - e) not to provide unlawful content within the Application and the Account,
  - f) perform the other duties set out in the Rules.

# 10. RESPONSIBILITY

- 3.40. Mobilum shall be liable for non-performance or improper performance of the Contract within the limits and under the terms of the Contract, the Regulations and generally applicable law.
- 3.41. Mobilum shall be liable for the non-conformity with the Contract of a digital service delivered in one go or in parts, which existed at the time of delivery and became apparent within two years of that time. Any non-conformity of a digital service with the Contract that becomes apparent before the

expiry of one year after delivery of the digital service shall be presumed to have existed at the time of delivery.

- 3.42. Mobilum shall be liable for the non-conformity with the Contract of a digital service delivered on a continuous basis that occurred or became apparent at the time it was to be delivered in accordance with the Contract. The non-conformity of the digital service with the Contract shall be presumed to have occurred at that time if it became apparent at that time.
- 3.43. Mobilum is not a party to or otherwise subject to the legal effects of the Framework Agreement which the Customer concludes with Quicko within the Application.
- 3.44. Mobilum is not a party to or otherwise covered by the legal effects of the agreements that the Customer concludes with other third parties within the Application.
- 3.45. Mobilum accepts no responsibility for the performance of the services provided by Quicko or other third parties within the Application.

#### 4. FEES AND COMMISSIONS

- 4.1. The use of, some of the services provided by Mobilum may incur fees or commissions for the Customer.
- 4.2. Mobilum is entitled to charge fees and commissions for its services in accordance with the Table of Fees and Commissions available on the website <u>https://pay.mobilum.com</u>
- 4.3. The Partner and Quicko, irrespective of the fees and commissions charged by Mobilum, shall be entitled to charge separate fees for the services provided by the Partner or Quicko, based on separate tables of fees and commissions.

# 5. COMPLAINTS

- 5.1. The customer is entitled to lodge complaints about the activities and services provided by Mobilum.
- 5.2. Complaints can be made by the customer in the form of:
  - a) in writing to the Company's registered address
  - b) electronically to the e-mail address: support@mobilum.com or via the contact form provided in the Application,
  - c) by telephone at the telephone number indicated in the Application or in person for the record at the Company's registered office.
- 1.3. Mobilum is obliged to respond promptly, no later than 30 days after receipt of the complaint.
- 5.3. In particularly complex cases which make it impossible to handle the complaint in a timely manner, Mobilum will explain the reason for the delay indicate the circumstances that need to be established in order to properly handle the complaint, and specify the expected time limit for handling the complaint, which will not be longer than 60 days from the date of receipt of the complaint.
- 5.4. In order for Mobilum to meet the time limit for responding to a complaint, it shall be sufficient for Mobilum to send its response before the time limit expires, or, in the case of responses given in writing, for it to be posted at the post office of the designated operator.
- 5.5. Mobilum is obliged to respond to the complaint in writing or, with the Customer's consent, on a durable medium in the form of an email.
- 5.6. A customer who is a consumer is entitled to use the out-of-court settlement of consumer disputes by the Financial Ombudsman, which is entitled to settle a dispute arising from the Agreement between Client and Mobilum. Detailed information on the procedure is available at www.rf.gov.pl. Mobilum also informs about the possibility to use the online ODR platform, available at the following link: <a href="https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL/">https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL/</a> The competent authority for the supervision of Mobilum is the Financial Supervision Commission, and for the supervision of the protection of consumer rights, the competent authority is the President of the Office of Competition and Consumer Protection.</a>
- 5.7. The Customer is also entitled to lodge complaints about the services provided by Quicko, in accordance with the rules set out in Quicko's Terms and Conditions.

# 13. AMENDMENT TO THE RULES OF PROCEDURE

- 5.8. Mobilum shall be entitled to amend the Terms and Conditions, including all regulations, and appendices related to the Terms and Conditions and the Agreement, as well as to change the amount of fees and commissions charged, if:
  - a) new or amended applicable laws are introduced, or state authorities issue recommendations or interpretations on how to apply these laws and adapt the Rules to the new requirements,
  - b) This change will be aimed at increasing the level of security or protection of personal data,
  - c) this change will be to improve the functionality of the Application, the Account or the services provided by Mobilum,
  - d) it becomes necessary to adapt the Rules to market conditions or technological progress,
  - e) taxes or charges of a public law nature affecting the provision of the service by Mobilum change or arise,
  - f) this is necessary in order to maintain the market competitiveness of Mobilum's services,
  - g) the costs of Mobilum's operations will change significantly, including, in the event of an increase in the costs of services provided to Mobilum by other third-party providers, the costs of operating the infrastructure used to provide the services,
  - h) the manner or scope of services provided by Mobilum, Quicko or other entities with which Mobilum cooperates will change,
  - i) Mobilum's Board of Directors will take reasonable, internal decisions affecting the Regulations
- 1.2. Mobilum is obliged to inform the Customer of any changes to the Terms and Conditions. This information must be provided on a durable medium no later than 30 days prior to the effective date of the planned changes.
- 5.9. Any changes to the Terms and Conditions will additionally be published by Mobilum in the Application.
- 5.10. Prior to the expiry of the deadline for the amendment to the Terms and Conditions to take effect, the Customer shall have the right to object and terminate the Agreement without charge.
- 5.11. If the Customer does not terminate the Agreement within the aforementioned period, the Customer shall be deemed to have agreed to these changes, which shall take effect as of the date indicated in the information provided to the Customer.
- 5.12. If the Customer objects to the amendment to the Terms and Conditions, the Agreement shall terminate on the day before the planned amendments to the Terms and Conditions take effect.

#### 14. DURATION AND TERMINATION OF THE CONTRACT

- 5.13. The contract is concluded for an indefinite period.
- 5.14. The Customer may terminate the Contract with one month's notice by sending Mobilum a notice of termination in electronic form to Mobilum's email address.
- 5.15. Mobilum may terminate the Agreement with one month's notice by sending the Customer a statement of termination in writing to the Customer's postal address or electronically to the Customer's email address.
- 5.16. Mobilum may terminate the Agreement with immediate effect by sending the Customer a notice of termination in writing to the Customer's postal address or electronically to the Customer's email address if any of the following circumstances arise:
  - a) there is a reasonable suspicion that the Customer is carrying out activities in breach of common law,
  - b) transmission of unlawful content,
  - c) The Customer uses the Application for illegal activities,
  - d) The Customer uses Quicko's services unlawfully or in gross violation of the terms of the Framework Agreement or Quicko's Terms and Conditions,

- e) The Customer uses the services of a third party with which Mobilum cooperates within the Application in a manner that is unlawful or in gross breach of the terms and conditions of the agreement between the Customer and the third party,
- f) The Customer has grossly breached the Agreement or the Terms and Conditions,
- g) The Customer has failed to provide information that the Customer is obliged to provide under the Agreement or the Terms and Conditions, or if the information provided was untrue,
- h) KNF, UOKIK or any other authorised entity has requested the termination or amendment of the agreement with the Client,
- as a result of the verification procedure, as well as on the basis of the analysis carried out at a later stage of the Agreement, in accordance with anti-money laundering and anti-terrorist financing regulations, it has become necessary to terminate the cooperation with the Client,
- 1.5. The contract is automatically terminated in the event of the death or cessation of the legal existence of the Customer.
- 5.17. The termination of the Agreement results in the automatic termination of those agreements whose execution is only possible via the Application including the agreement for opening and maintaining a payment account and the payment card agreement concluded by the Customer with Quicko.

#### 15. RIGHT OF WITHDRAWAL

- 5.18. If the Customer is a consumer, with regard to services for which a Contract is required, the Customer has the right to withdraw without stating a reason within 14 days from the conclusion of the Contract.
- 5.19. The deadline shall be deemed to have been observed if the declaration is sent before its expiry. The Customer may make a declaration of withdrawal in writing to Mobilum's registered office address or electronically to Mobilum's email address.
- 5.20. A model declaration of withdrawal from the Agreement is attached as Appendix 2 to the Terms and Conditions.
- 5.21. The Customer shall not bear the costs associated with the withdrawal. Mobilum may, however, demand payment for the service actually performed if the performance of the service has been commenced with the Customer's consent before the end of the withdrawal period.

# 6. FINAL PROVISIONS

- 6.1. All communication with the Customer shall be conducted in Polish and English. Contact with Mobilum in connection with the provision of services, in particular in order to submit all kinds of notifications and notices provided for in the Terms and Conditions, is possible by e-mail to support@mobilum.com in writing to the address: Plac Powstańców Warszawy 2 00-030 Warszawa, Poland, or by telephone at the telephone number indicated in the Application.
- 6.2. The contract and the obligations arising from it are governed by Polish law.
- 6.3. Any disputes which the Parties fail to resolve amicably shall be settled by the Polish competent court.
- 6.4. These Regulations shall apply from 01 September 2023.
- 6.5. The annexes to the Regulations form an integral part of the Regulations. The annexes to these Regulations are:

Annex 1 - Model with drawal from the Agreement

#### Annex 1

Model declaration of withdrawal from a contract for the provision of electronic services

Mobilum Pay Sp. z o.o. Powstancow Warszawy Square 2 00-030 Warsaw, Poland

# DECLARATION

#### of withdrawal from the Agreement

| I, the undersigned:   |
|---|
| Holder of identity card number and series: PESEL  |
| number:   |
| Address and place of residence:   |
| I hereby declare that I withdraw from the Framework Agreement for the provision of payment services through |
|   |
| the Application made available by Mobilum Pay Sp. z o.o. concluded on                                       |

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Signature